

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

RANDY HOLLIS

PLAINTIFF

V.

CIVIL ACTION NO. 1:18CV157-SA-DAS

**CALVIN WOOTEN;
SHELTER MUTUAL INSURANCE COMPANY;
ACE PROPERTY AND CASUALTY INSURANCE COMPANY;
and JOHN DOE 1**

DEFENDANTS

BENCHMARK INSURANCE COMPANY

INTERVENOR

**ORDER APPROVING THIRD PARTY SETTLEMENT
AND DISMISSING CLAIM WITH PREJUDICE**

This cause came on this day for hearing before the United States District Court Northern District of Mississippi at its offices in Aberdeen, Mississippi, on the sworn Petition for Approval of Third Party Settlement of RANDY HOLLIS, Plaintiff, seeking authority for and approval of a compromise settlement as set out in said petition. The Petition was joined in by Plaintiff's Employer and workers' compensation insurance Intervenor and the Third Party.

The United States District Court Northern District of Mississippi finds that Plaintiff has asserted a claim against Third Party on account of the injuries allegedly received in this accident. Employer/Intervenor, pursuant to the Mississippi Workers' Compensation Act, have also asserted a claim against Third Party for recovery of sums which they have expended for Mississippi workers' compensation benefits as a result of these injuries sustained by Plaintiff. The United States District Court Northern District of Mississippi further finds that Plaintiff, Employer/Intervenor, and Third Party have negotiated a compromise settlement of all claims as follows: Plaintiff has agreed to accept and Third Party has indicated a willingness to pay the sum of \$25,000.00 in

a lump sum, with the settlement proceeds to be distributed as follows: \$8,725.00 to Robert G. Germany, as attorney fees and costs of collection; \$5,000.00 to BENCHMARK INSURANCE COMPANY as partial reimbursement of its lien set forth in Mississippi Code Annotated Section 71-3-71 (1972, as amended); and \$11,275.00 payable to Plaintiff. Said settlement shall represent (1) a compromise settlement of any and all claims and demands which Plaintiff might have against Third Party for any and all claims of every nature under any theory of law whatsoever; (2) a full and final settlement of any and all claims and demands which Plaintiff might have against Employer and/or Intervenor for any claims for Mississippi workers' compensation benefits not already paid as set forth herein; and (3) a compromise settlement of any and all claims which Employer/Intervenor might have against Third Party. In return for the above-stated consideration, Plaintiff and Employer/Intervenor have agreed to execute full and complete releases in favor of Third Party for any and all claims of every nature, whether known or unknown, which any and all of them might have or hereafter have against Third Party, and Plaintiff has also agreed to execute a full and complete release in favor of Employer/Intervenor releasing them from any and all claims which Plaintiff has or might hereafter have against Employer/Intervenor for Mississippi workers' compensation benefits.

The United States District Court Northern District of Mississippi has examined the Petition and the compromise settlement proposed therein; has determined that Plaintiff is represented by competent legal counsel and is fully advised in the premises; and the United States District Court Northern District of Mississippi is of the opinion

that the proposed settlement is just, fair and equitable, is in the Plaintiff's best interest, and that the prayer of the Petition should be granted.

The United States District Court Northern District of Mississippi finds that Plaintiff, Employer/Intervenor, and Third Party have bona fide disputes and disagreements as set out in the Petition, and that the case is a proper one for disposition under the provisions of the Mississippi Workers' Compensation Act. The United States District Court Northern District of Mississippi further finds that the nature of the dispute in this case is such that the United States District Court Northern District of Mississippi has authority to approve this settlement pursuant to the provisions of Miss. Code Ann. § 71-3-71 (1972) and Miss. Code Ann. § 71-3-29 (1972).

The United States District Court Northern District of Mississippi further finds that Plaintiff has employed Robert G. Germany, Attorney at Law, as his personal attorney and representative and has counseled with said attorney as to all matters pertinent to this claim. Plaintiff and his attorney agree that this settlement as proposed would be, all things considered, in the best interest of Plaintiff. Plaintiff's attorney has rendered the usual services and is entitled to a reasonable fee as provided by law, and Plaintiff requests authority to pay this fee out of the proceeds of this settlement. Plaintiff and his attorney affirmatively state that said attorney is the only and exclusive attorney for Plaintiff in this matter, and they are aware of no other claims for attorney's fees arising out of this claim or these proceedings; however, should the parties be mistaken in that regard, Plaintiff and/or his attorney shall be solely liable for any such attorney's fee claim, and they hereby agree to indemnify and hold harmless the Employer/Intervenor and Third Party in the event further claim for attorney's fees is made.

IT IS, THEREFORE, ORDERED that the proposed settlement be, and the same is hereby, approved as being in the best interest of Plaintiff and that upon consummation of this settlement, Third Party be, and it is hereby, fully, finally, and forever acquitted and discharged from any and all liability to Plaintiff on account of all personal injuries sustained by Plaintiff in this accident and from all liability to Employer/Intervenor on account of the aforesaid subrogation rights.

IT IS FURTHER ORDERED that Employer/Intervenor be, and they are hereby, fully and forever acquitted and discharged from any and all liability to Plaintiff under the Mississippi Workers' Compensation Act on account of all accidental injuries sustained by Plaintiff as set out in the Petition.

IT IS FURTHER ORDERED that Plaintiff be and he is hereby authorized and empowered to execute and deliver such full and final releases and acquittances which Third Party and Employer/Intervenor may require evidencing their complete release in the premises.

IT IS FURTHER ORDERED that Employer/Intervenor be and they are hereby authorized and empowered to execute and deliver such full and final releases and acquittances which Third Party may require to evidence their full release of all subrogation rights, known or unknown, of the Employer/Intervenor.

Plaintiff is authorized to pay to Robert G. Germany, his attorney, a reasonable fee as provided by law out of the proceeds of this settlement and as set forth herein.

SO ORDERED on 23 July 2019.

Sharon Aycock
UNITED STATES DISTRICT COURT JUDGE

Approved by:

/s/ Robert. G. Germany
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